DOCUMENT RESUME

ED 024 372 JC 680 431

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A Position Paper.

American Federation of Teachers, Washington, D.C. Dept. of Colleges and Universities.
Pub Date 26 Jul 68
Note- 13p.; Speech given for a Collective Negotiation in Education Workshop (University of Toledo, August 2, 1968).
EDRS Price MF-$0.25 HC-$0.75
Descriptors- *Collective Negotiation, *Contracts, Governance, *Junior Colleges, Teacher Administrator Relationship, *Teacher Associations, Workshops
Identifiers- *American Federation of Teachers

This position paper covers possible problems of collective bargaining. (1) The two sides should not bring prejudgments of good or bad to the negotiating table. (2) Neither side should exaggerate its strength or minimize its weakness. (3) Neither side should confuse intransigence with firmness. (4) The composition of each team must be carefully considered to be sure the most competent negotiator is chosen. (5) The use of outside specialists should not be scorned. (6) Each team must have real authority to speak for its side, as well as the full confidence of those it represents. (7) Contract terms should be realistic, not timid or excessive, and should have the welfare of the whole community in mind. (8) The timing, scheduling, place of meetings, and agenda should be agreeable to both sides. (HH)

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A POSITION PAPER

I want to thank Dr. Beck for again inviting me to the University of Toledo for another Collective Negotiation Workshop. There are several reasons why I am happy to be back. One reason, of course, is the opportunity to speak about collective bargaining. Another is the opportunity to share our respective views. I must admit that I feel a little bit better about speaking on this subject this year now that the Toledo Federation of Teachers is the collective bargaining agent for Toledo teachers. I would like to make some relevant comments about this later in respect to attitudes, the collective bargaining contract, and the policing of that contract.

When I spoke at this workshop last year, I quoted Dr. Sidney Marland, then Superintendent of Schools in Pittsburgh. Last year at this time Local #400, the Pittsburgh Federation of Teachers, was intensifying its drive for a collective bargaining election. The Board of Education and Dr. Marland were adamant in their opposition to such an election. At the time Dr. Marland said:

> ". . . I do not intend, as long as I am superintendent of schools in Pittsburgh, to abdicate my responsibilities as the head teacher. I do not intend to be a party to the swift decline of teacher freedom into collectivism in big cities. For labor, yes. For the skilled and unskilled who need a collective voice, yes. But for teaching, of all professions, there has to be a better way. We are champions of the individual by definition. We must preserve individuality for ourselves. We have, I hope, in Pittsburgh leaped beyond the negotiating phase in the evolution of professional dignity for teachers and are now pointing the way as we are in so many fields for teachers to be full partners with the board and administrators, not because it is demanded, but because it is the only way that education in a city can succeed. As I have said before, I would rather switch than fight. I will fight all comers who stand in the way of school progress or the advancement of teaching and learning, but I will not fight my fellow

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Eight days after the Pittsburgh Federation of Teachers won the collective bargaining election in May of 1968, Dr. Marland announced his resignation as superintendent of schools. Dr. Marland is a man of his word and stands by his convictions. His resignation, however, is not the point of this quotation. I quoted Dr. Marland because

his statement represented a certain kind of attitude. An attitude apparently he found impossible to change. In a way what I would like to do today is to talk about attitudes not only of the administrator, but of the teacher. For if real collective bargaining is to take place, attitudes on both sides of the table must change and positions must be altered.

The purpose of this workshop is to talk about some of the specific problems encountered in the process of negotiating. Inseparable from the problems at the bargaining table is the climate of the pre-negotiating phase. This is the phase where attitudes and positions are of crucial importance. Attitude, I believe, is more important than legalities, language, and strategy. Dr. Marland's statement reflects a still all too prevalent attitude.

The attitudes of the representatives of the Board of Education and the Board of Education itself, which I will refer to hereafter as "management", and particularly the teachers' negotiating team will have a very definite effect on the negotiations.

It would be ridiculous to suggest that both sides divest themselves of all previous attitudes toward one another and toward collective bargaining. Management and the teachers' negotiating team do not approach the bargaining table with minds like a tabula rasa, no matter how praiseworthy this may be in the Wordsworthian sense. What I am suggesting is that each side examine its attitudes and makes an earnest attempt to approach the table as logically as possible and certainly with an open mind. This sounds easy on paper, but I must say that even boards of education and teacher unions and/or associations with experience in collective bargaining have not always been able to do this, hence, the strike.

May I suggest some problems in respect to the pre-negotiation period as well as the actual negotiation period itself? To use a cliché: "Forewarned is forearmed".

1. WHITE HAT-BLACK HAT: One of the major reasons teachers [illegible] bargaining is the need for a real

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May I suggest some problems in respect to the pre-negotiation period as well as the actual negotiation period itself? To use a cliché: "Forewarned is forearmed".

1. WHITE HAT-BLACK HAT: One of the major reasons teachers press for collective bargaining is the need for a real voice in decision making. In many cases prior to the collective bargaining election and the actual collective

bargaining itself this type of struggle polarizes both sides in terms of attitudes and positions. There is a tendency of each to view the other side in rather absolute terms as a result of this "conflict". Once the "smoke has cleared" and the rhetoric have disappeared each side must evaluate its attitudes, its opinions, and its positions in an objective manner. This tendency to view the other side as "the bad guys" exists primarily with management and the teachers' negotiating team without previous collective bargaining experience, however, it can and does affect those with experience particularly if the negotiated contract is deficient or if either side or both have failed to recognize the mutual responsibilities under the negotiated contract, good or bad. Generally, though, after the first contract each side evinces a greater degree of responsibility, understanding, and sophistication.

2. STRENGTH-WEAKNESS: During this whole negotiation process one of the most critical areas is related to the question of strength and weakness of the respective bargaining teams. There is a natural tendency and an irresistible temptation for each side to exaggerate its strength and to minimize its weakness. This kind of misjudgement can be damaging. In many cases where teachers have struck or where negotiations have broken down, one side or both have made serious miscalculations. It is necessary that both sides have cool heads so that this does not happen. For once negotiations break down, communication stops along with collective bargaining and emotions dominate reason. The road back to the collective bargaining table can be long and painful and the effect of such a breakdown may be felt by management, the teachers, the children, and the community for months or even years.

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3. MILITANCY and FIRMNESS: Both of these qualities are virtues in the bargaining process. A problem arises only when each side is confused as to what they really are.

There have been teacher negotiating teams who have confused a bellicose attitude at the table with militancy. Actually such an attitude says to management: "We are unsure of ourselves, of the techniques and of our own basic strength." This may or may not be true, but again it may cause management to make a misjudgement. This is equally true in respect to firmness. If management confuses intransigence with firmness, the teacher negotiating team may also make a serious misjudgement. True militancy and rational firmness can help both sides achieve an excellent agreement or contract. They are the kind of "adrenalin" that produces an agreement which will be more than just a document. These factors will produce a contract that will be a living tool that will not only provide stability for the school district during its life, but which will improve the quality of education as well as that of the profession. Further, such a contract will provide a sound foundation for successive contracts.

4. TEAM COMPOSITION and DISCIPLINE: Both of these are closely related. I think it is very difficult to say, "such and such officers of the school system and of the union should be on the bargaining teams." I suppose, logically, a school system might want to see its superintendent on its bargaining team. Yet, I have the feeling, that this may not be to the advantage of the school system or to the superintendent. It depends, I think, on how clearly the board of education has defined the role of the superintendent. I would be happy to discuss my own feelings about this during the question and answer segment of this workshop. In respect to the teachers' negotiating team it might also be logical to assume that the president of the union might be the chief negotiator. Again

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all knowledge in regard to the workings of the school district and the problems of the professional staff. That's where the team comes in. The team should be well-balanced (literally) in terms of expertise and temperament. No iron-clad rule as to size can be established, but it has been my experience that five to seven members on each team is workable. And that is where discipline comes in. Obviously, you cannot have every member of the team whether it be management or the teachers' negotiating team engaging in a verbal free-for-all across the table or with itself at the table. This is too dangerous and worse, it is chaotic. I would like to comment on this when I discuss techniques. To be redundant I would say that without discipline a serious misjudgement as to strength or weakness is likely.

5. OUTSIDE-PERSONNEL and EXTRA-TEAM PARTICIPATION: In some instances this can be a touchy area, particularly when it applies to the teachers' negotiating team. When this is the first bargaining experience for both sides, there is generally little negotiating background. It is not unusual that the teachers' negotiating team prefers to use the services of an expert who is not an employee of the school district. For some reason this does upon occasion raise the "hackles" of management. Yet this is no more unreasonable than the board employing an attorney to handle legal problems or to assume the responsibilities of the chief negotiator. May I insert my own bias here, but nevertheless, bias based on experience. I am very leery about lawyers as chief negotiators particularly for both sides. Too many times the negotiations are reduced to a dialogue between the two members of that profession and the members of both teams are left without real

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for advice, but the actual bargaining process should be left to the people who are directly involved and to those that understand the nuances of the problems facing the school board and the teachers. The members of the teaching team are members of a professional organization, whether it be the AFT or the NEA. They pay dues to their organization, hence they have the right to request service if they so desire. One of the services is that of negotiating assistance. It may be that the union or the association prefers to have a state or national representative assume the role of the chief negotiator. I can see no way in which this can be harmful to the other team. Indeed, it usually improves communication since the representative may feel freer to state problems than a member of the team who is an employee of the school system. However, I want to emphasize that I am not suggesting that members of the team maintain absolute silence during negotiations. Then the same situation would obtain as I have described it in reference to lawyers. Now in regard to extra-team participation, I think that this can be most helpful in writing a good collective bargaining contract. During the course of the negotiations each side should feel free to bring in experts (either from the district's staff or from outside areas) to present testimony relevant to the issue being discussed. It is understood that these individuals would not be participating in the actual bargaining for obvious reasons. I should add here that there have been cases where the teachers negotiating teams during the bargaining process have changed the membership of their team with a bewildering rapidity. The result resembled

assume the role of the chief negotiator [illegible] in which this can be harmful to the other team. Indeed, it usually improves communication since the representative may feel freer to state problems than a member of the team who is an employee of the school system. However, I want to emphasize that I am not suggesting that members of the team maintain absolute silence during negotiations. Then the same situation would obtain as I have described it in reference to lawyers. Now in regard to extra-team participation, I think that this can be most helpful in writing a good collective bargaining contract. During the course of the negotiations each side should feel free to bring in experts (either from the district's staff or from outside areas) to present testimony relevant to the issue being discussed. It is understood that these individuals would not be participating in the actual bargaining for obvious reasons. I should add here that there have been cases where the teachers negotiating teams during the bargaining process have changed the membership of their team with a bewildering rapidity. The result resembled a "Keystone Kop" situation rather than anything remotely related to collective bargaining.

6. AUTHORITY and CONFIDENCE: These two qualities are crucial for both sides. It should be clearly understood by all that each team has the authority to bargain

for its side. Management and the teachers' negotiating team cannot be running back to the board of education and to the teaching body for approval of each item negotiated. This is unnecessary and ludicrous, and it destroys the bargaining process itself. Management must have the assurance that not only does the teachers' negotiating team have the authority to bargain, but that it has the confidence of the teaching staff as well and certainly the teachers' negotiating team must feel the same way about management's team and its relationship to the board of education. Now I am not saying that the board of education and the teaching staff should not be informed of the progress of the bargaining. Not to do so would be irresponsible, but to go into every detail before the two groups during the bargaining process would be a disservice to everyone involved. There are times when proposals and tentative offers have to have the protection of mutual confidence if they are to evolve into mutually agreeable language. This is why the confidence of the board of education and the teaching staff in their respective teams is of such vital importance. It is obvious from this that democracy is an essential part of the bargaining process. The time for the real test of democracy comes when the contract is ratified by the board of education and the teaching staff. It must be realized by both sides that the people they represent have the final say. This realization should impel both sides to work for an effective collective bargaining contract.

7. CONTRACT DEMANDS: Let me just briefly touch on the contract demands themselves. I don't believe that I should go into the structure of a contract during this workshop. Perhaps that should be the subject of a workshop in

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7. CONTRACT DEMANDS: Let me just briefly touch on the contract demands themselves. I don't believe that I should go into the structure of a contract during this workshop. Perhaps that should be the subject of a workshop in itself. Of course, when one talks of a contract one thinks of some imposing legal document. That's not what I'm talking about. As I have said before a living document is one which can clearly be understood by all. Since

this workshop concerns itself with the problems and pitfalls of negotiation, I would like as much as possible to confine my remarks to that aspect. Contract demands can be too timid or too excessive, (if it is possible to be too timid or too excessive). Perhaps management might be pleased with the former. However, though the package may be attractive from management's viewpoint, it may be that it will find itself trapped for the life of the contract with conditions that do not attract the kind of personnel necessary for quality education or with provisions which do not establish the conditions necessary for such education. Management should not be surprised if the teaching team on certain items is asking for less than management is willing to give. This may be a result indeed of too much timidity or more likely it is because the teachers' negotiating team has a different set of priorities. Here we are dealing especially with salary and what I would call welfare fringes, (sometimes referred to as bread and butter items) and those items which have to do with improvement of education in the system. It is not always true and probably never is that "all the teachers are interested in is money." It is important for management to understand the kinds of priorities important to the teaching negotiating team. As far as excessiveness it is important for management not to put every demand on the part of the teachers in this category. Before bargaining certainly both sides should realize that bargaining is a little more than just the teachers asking for a thousand dollar raise and management responding with a five hundred dollar raise. Too often inexperienced negotiating teams feel that if they

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the demands should represent a kind of consensus of the staff in terms of content and priorities. I believe that the contract demands should reflect as far as possible from both sides of the table the viewpoints of the community. For in a very real way the taxpayers, the mothers and fathers of the children are partners at the bargaining table.

8. TECHNIQUES: I would now like to talk about techniques in a rather narrow sense. Obviously, I have touched upon them in other areas this afternoon, but now I want to mention several as they relate to the actual bargaining sessions themselves. But, first a word of real caution. When we talk about techniques, we must be aware that they have a fascination in themselves. In fact there are always temptations to concentrate on techniques to the exclusion of the issues themselves. Techniques are valuable only in that they further the bargaining process. They should be utilized to further communication, to produce movement and to achieve agreement. Several items should be considered before bargaining actually begins:

   a) Time: Time is important to experienced teams and even more so for those teams with no collective bargaining experience. By time I mean time for the entire collective bargaining sessions. If too little time is allowed, pressures and suspicions may develop. There will obviously be external factors that may affect discussion of monetary items, but the bulk of the contract deals with many non-monetary areas that are not dependant on legislation, milages, the district budget and so on. Thus, the total time set aside should not be unnecessarily

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b) Schedule of meetings: A schedule of meetings should be agreed upon by both parties. However, this should not be an inflexible schedule.

During the course of the bargaining sessions it will be necessary to revise the schedule by adding or eliminating meetings. In respect to the establishment of a schedule, remarks such as: "I'm a very busy person" when objecting to the number or the date of meetings establishes a negative tone. If there are conflicts, they should be discussed for what they are and accomodations should be made. It is not always necessary that every member of each team be present. However, absences should be avoided when possible. Many of the meetings from a practical standpoint will probably take place in the evening. Although it is preferable for these sessions to be held during the day. In this way, fatigue and other concerns are minimized and maximum attention can be given to the immediate problems at the table. There is a physical and psychological limit to endurance and for this reason the bargaining sessions should not be of inordinate length. While there may be a necessity for round-the-clock bargaining sessions this should be the exception and not the rule.

c) Other Ground Rules: These rules should be adopted to promote progress at the bargaining table. If they are of the nit-picking variety they will only impede such progress. Generally the fewer of these rules the better. Common agreement on procedure usually develops as

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c) Other Ground Rules: These rules should be adopted to promote progress at the bargaining table. If they are of the nit-picking variety they will only impede such progress. Generally the fewer of these rules the better. Common agreement on procedure usually develops as bargaining progresses. Such common agreement reinforces the feeling of good faith bargaining on both sides of the table.

d) Miscellaneous: The teams may agree on a common meeting place or they may alternate between two places. The facilities should be reasonably

> comfortable in all respects. In addition to the room where a team may retire for private conferences (caucuses), there should be facilities such as paper, pencils, and a typewriter. These can be especially helpful if new contract language is drafted during a session.

At this point both sides are now ready to begin bargaining. At the first bargaining session the teachers' negotiating team should present its "package" to management. It is inadvisable to go into full bargaining at this session. There may be questions regarding various items in the package, but they should be for the purpose of obtaining information. To demand justification of items, or to challenge their validity may affect the establishment of rapport. I might add here such remarks by management as, "where do you think were going to get the money for all this" hardly sets the right tone. The first bargaining session should be of a comparatively short duration. This gives the management team time to read the demands, discuss them among themselves, and to formulate counter-proposals for the next session. It is at this next session that real bargaining begins.

For a variety of reasons, as I have suggested, non-monetary items should be considered first. An agreed upon agenda on a per session basis is advisable. Not unusually, the previous session has a great deal to do with the setting of the agenda for the next. The agenda makes possible the preparation of materials or the testimony of the extra-team personnel for the next session. An agenda provides for order, but again it should not be so rigid as to negate

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During the sessions there may be items on which there is apparent impasse. I said "apparent". In most cases this results from a lack of understanding or a faulty presentation by one party or both. This is the point at which a caucus in very valuable.

The item can be discussed and each party may return to the table for more clarification, or with an altered position. However, it may be necessary to set the item aside and move on to a new area, returning at a later date to the section in question. This has obvious advantages. But one of them may not be so apparent. This involves the rather intangible quality of rhythm. At many of the sessions both sides will recognize that things are going along "smoothly". At such times much progress is usually mad A "hang-up" on a given item can destroy this rhythm. It then takes another session at least to reestablish it.

I spoke of the time for the entire collective bargaining period. It seems to me that both sides should not feel compelled to speed through the process, all things being equal, for this could prove mutually detrimental. Yet, there is a point of diminishing return if the time for the entire collective bargaining period drags on. There are no rules for this except those of common sense and good faith on both sides. However, it will not be too long during these sessions before each side will become attuned to one another.

These are a few guidelines for good faith collective bargaining. Obviously, the short time of this workshop has its limitations, I suppose, as well as its virtues. I hope to discuss with you as many aspects of bargaining in the time remaining. The thing to remember regardless of which side of the table you will represent is that all of these are designed with a goal in mind; a good collective bargaining agreement that meets as fully as possible, the needs of the children, the teacher, and the community in providing quality education in its truest and fullest sense. Now I said at the beginning of this workshop session that I would like to make some relevant comments about the collective bargaining election in Toledo. As you know teachers this time elected the Toledo Federation of Teachers as its bargaining agent. I think you will find a variety of reasons for

I spoke of the time for the entire collective bargaining period. It seems to me that both sides should not feel compelled to speed through the process, all things being equal, for this could prove mutually detrimental. Yet, there is a point of diminishing return if the time for the entire collective bargaining period drags on. There are no rules for this except those of common sense and good faith on both sides. However, it will not be too long during these sessions before each side will become attuned to one another.

These are a few guidelines for good faith collective bargaining. Obviously, the short time of this workshop has its limitations, I suppose, as well as its virtues. I hope to discuss with you as many aspects of bargaining in the time remaining. The thing to remember regardless of which side of the table you will represent is that all of these are designed with a goal in mind; a good collective bargaining agreement that meets as fully as possible, the needs of the children, the teacher, and the community in providing quality education in its truest and fullest sense. Now I said at the beginning of this workshop session that I would like to make some relevant comments about the collective bargaining election in Toledo. As you know teachers this time elected the Toledo Federation of Teachers as its bargaining agent. I think you will find a variety of reasons for this. One of these, of course, is the record of the Toledo Federation of Teachers itself. Of course, I am very biased in this respect, but I think I can safely say without commenting on the qualities of the Toledo Education Association or the record of the Toledo Federation of Teachers that more than anything else

the election of the Toledo Federation of Teachers was due to the lack of comprehension on the part of the Toledo Education Association as to what a collective bargaining contract is and to its inability to make it a living document which it should have been. Regardless of what side of the table you represent or what organization you belong to, I hope that these remarks today will help you to avoid a similar situation.

The preceding remarks were prepared by Richard A. Hixson College Department Director of the American Federation of Teachers, for a Collective Negotiation In Education Workshop at the University of Toledo, August 2, 1968. While the remarks have reference to collective bargaining and school boards, many of the items are applicable in terms of negotiating strategy and collective bargaining at those colleges which now have collective bargaining contracts or at those colleges that have some form of a negotiating relationship with the administration.

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7/26/68

Distribute Date to College Officers 10/15/68